

JP3 Clause 1-1, Employment by the Government

As prescribed in 1.4.2.d.(1) the contracting officer will insert this clause in Section H.

Employment by the Government (JAN 2003)

- (a) The contractor covenants that throughout the term of this contract no contractor employee who performs services under this contract will be an officer or employee of the government of the United States.
- (b) If the contractor be an individual, the contractor covenants that throughout the term of this contract the individual will not be or become an officer or employee of the government of the United States. If during the term of contract the contractor intends to become an officer or employee of the government, the contractor shall advise the contracting officer in writing of such intentions so appropriate measures may be taken.
- (c) If the contractor be other than an individual, the contractor covenants that throughout the term of this contract no partner, principal, officer, stockholder, or other person having a financial interest in the contractor or the ability to control the contractor, directly or indirectly, will be or become an officer or employee of the government of the United States. The status of a stockholder as an officer or employee of the government of the United States will not constitute a violation of this subsection if the stock of the contractor is traded publicly over the counter or on a regional or national stock exchange.
- (d) For purposes of subsection (c), a business or partnership interest or stock owned by a spouse, child, or parent of an officer or employee of the government of the United States shall be deemed to be owned by such officer or employee.
- (e) The violation of any subsection of this section will constitute a material breach for which the judiciary may seek any and all remedies under the contract, including terminations.

(end)

JP3 Clause 1-5, Conflict of Interest

As prescribed in 1.4.2.d.(2) and 5.2.1.o.(1) insert this clause in Section I.

Conflict of Interest (AUG 2004)

- (a) The contractor specifically agrees that there is no conflict of interest arising from the services to be provided under this agreement. The contractor further agrees that no employee, principal, or affiliate is in any such conflict.
- (b) Work under this contract may create a future conflict of interest that could prohibit the contractor from competing for, or being awarded future judiciary contracts. The following examples illustrate situations in which questions concerning potential conflicts of interest may arise:
 - (1) *Unequal access to information* - access to internal judiciary business information

as part of the performance of a contract that could provide the contractor a competitive advantage in a later competition for another judiciary contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information.

- (2) *Competitive advantage* - the contractor, under a prior or existing contract, participates in defining or preparing the requirements or documents that are involved in a subsequent procurement where the contractor may be a competitor. This includes, but is not limited to, defining the requirements, preparing an alternatives analysis, drafting the statement of work or specifications, or developing the evaluation criteria.
- (3) *Impaired objectivity* - the contractor is required to assess or evaluate products or services produced or performed by the contractor or one of its business divisions, subsidiaries, or affiliates, or any entity with which it has a significant financial relationship. The contractor's ability to render impartial advice could appear to be undermined by the contractor's financial or other business relationship with the entity being evaluated.
- (c) The contractor agrees to immediately notify the contracting officer, in writing, if an actual or potential conflict of interest arises, including any of the above and if a non-judiciary client requests or receives any professional advice, representation, or assistance regarding the judiciary.
- (d) The judiciary reserves the right to preclude a contractor from participating in a procurement, refuse to permit the contractor to undertake any conflicting agreements with non-judiciary clients, or terminate this contract without cost to the judiciary in the event the contracting officer determines a conflict of interest exists and cannot be avoided or mitigated.

(end)

JP3 Clause 1-10, Gratuities or Gifts

As prescribed in 1.4.4.e., the contracting officer will insert this clause in Section I.

Gratuities or Gifts (JAN 2003)

The judiciary may terminate this contract for default if, after investigation, the contracting officer determines that the contractor, its agent or other representative:

- (1) offered or gave a gratuity or gift to an officer or employee of the judiciary; and
- (2) intended by the gratuity or gift to obtain a contract or favorable treatment under a contract.

(end)

JP3 Clause 1-15, Disclosure of Contractor Information to the Public

As prescribed in 1.6.1.h., the contracting officer will include this clause in Section I.

Disclosure of Contractor Information to the Public (AUG 2004)

- (a) The judiciary reserves the right to disclose information provided by the contractor, in response to a request by a member of the general public. Upon receipt of a written request, the judiciary will disclose information which would constitute public records in an agency covered by the Freedom of Information Act. In the event the requested information consists of or includes commercial or financial information, including unit prices, the contractor shall be notified of the request and provided with an opportunity to comment.
- (b) The contractor will thereafter be notified as to whether the information requested will be released. The contractor understands and agrees that unit and/or aggregate prices contained in the contract may be subject to disclosure without consent.

(end)